

**Interlocal Agreement
Between the
City of Sanibel, Florida
and the
Lee County Sheriff's Office**

*Sharing of Infrastructure and
Resources to Implement a
New Integrated CAD, Mobile CAD
and Law Enforcement Records
Management System*

January 2013



INTERLOCAL AGREEMENT
Between
THE CITY OF SANIBEL, FLORIDA
and the
LEE COUNTY SHERIFF'S OFFICE

For the shared use and funding of the Spillman Common Systems Platform (SCSP)

This **INTERLOCAL AGREEMENT (IA)** is made and entered into this _____ day of _____, 2013, by and between the City of Sanibel (hereinafter "Sanibel") and the Lee County Sheriff's Office (hereinafter "LCSO"), herein referred to collectively as "Parties."

WHEREAS, the Parties wish to form a cooperative relationship in order to fund the purchase and use of a shared SCSP; and

WHEREAS, the Parties, pursuant to §163.01, Florida Statutes, may enter such agreements.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- I. DEFINITIONS – see Exhibit B
- II. TERM
 - A. This agreement shall begin on the ___ day of _____, 2013, and continue through the end life of the purchased hardware.
- III. PURPOSE
 - A. LCSO is responsible for law enforcement throughout Lee County, Florida. In addition, LCSO operates the primary 911 Primary Safety Answering Point (PSAP) for unincorporated Lee County, Bonita Springs and Fort Myers Beach. Computerized systems consisting of Computer Aided Dispatch (CAD), mobile CAD and Records Management System (RMS) provide for 911 call processing, emergency service dispatch and record keeping functions.
 - B. Sanibel is responsible for law enforcement in the City of Sanibel as well as operation of the primary PSAP serving Sanibel. Sanibel likewise utilizes CAD, mobile CAD and RMS systems to provide for 911 call processing, emergency service dispatch and record keeping functions.

- C. LCSO has initiated a project to modernize its existing multi-vendor computer systems with a single, integrated system provided by Spillman Technologies. The new system is expected to provide long-term cost savings and operational improvements. The new system also will provide for a significantly more robust, fail-safe operation, including redundant equipment, a disaster recovery backup server and self-healing, ring-based network connections between servers.
- D. Sanibel participated with LCSO in the review of multiple vendors' CAD/mobile CAD/RMS systems and likewise chose the Spillman Technologies solution.
- E. LCSO signed a contract with Spillman Technologies on September 4, 2012, for a complete CAD, mobile CAD and RMS system, with a total purchase price of \$6,366,068. Included is the computer infrastructure portion of the SCSP, with a total purchase price of \$1,218,267. The contract is attached as EXHIBIT A.
- F. The SCSP has more than sufficient capacity and resources to support shared use of the Spillman System by both LCSO and Sanibel. The Parties' joint use of the SCSP infrastructure and common resources is expected to reap considerable savings.

IV. RESPONSIBILITIES OF LCSO

- A. LCSO will be the business and operational point of contact between the SCSP and the Parties.
- B. LCSO will provide common Spillman System support, administration and maintenance. Included are common code table administration, GIS street, address and mapping support, system troubleshooting, common system setup and system updates.
- C. All equipment associated with the SCSP will be installed in LCSO-owned or LCSO-designated building space. LCSO will provide power and air conditioning. LCSO will monitor system performance.
- D. LCSO will notify Sanibel in a timely fashion of any maintenance activity, testing or troubles that could affect service. Actual service interruptions are not expected, but, for example, testing of the primary and backup servers in a disaster recovery simulation would warrant notification.
- E. LCSO will maintain all Spillman System backups and will perform restoration if required.
- F. LCSO will provide the Spillman Application Administrator(s) (SAA) to administer the system. The SAA(s) will provide training to users as required.

V. RESPONSIBILITIES OF SANIBEL

- A. Cost reimbursement

- i. Sanibel agrees to pay the following amounts to LCSO for shared access to the SCSP. This initial startup cost will allow the Parties access to the SCSP through the end life of the purchased equipment. Initial startup cost includes a flat fee \$20,000 agency add-on charge, a per user hardware fee as a percentage of total county law enforcement personnel, and first year host agency maintenance.
 - a. Sanibel's total initial cost is \$46,320 composed of the following:
 - 1. \$20,000 agency add-on
 - 2. \$21,320 (1.75% x \$1,218,267 total hardware) usage fee
 - 3. \$5,000 first year host agency maintenance fee
 - ii. Sanibel agrees to pay the following amounts to the Lee County Sheriff's Office for annual host agency maintenance of the system.
 - a. Sanibel's annual cost is \$5,000
- B. Sanibel will provide and support all equipment, network connections, software and maintenance required for any portion of the Spillman System exclusively devoted to their operation.
- C. Sanibel will handle initial system user training directly with Spillman Technologies as necessary to implement its portion of the system. User support will be available for Sanibel from the SAA(s) provided by LCSO.
- D. Designated Sanibel personnel will typically work with the LCSO SAA(s) as the first point of contact regarding system issues, questions, etc. The SAA(s) are normally the only personnel expected to contact Spillman Technologies for assistance.

VI. RESPONSIBILITIES OF THE PARTIES

- A. The Parties will keep each other informed in a timely fashion about any system activity that could affect each other.
- B. The Parties will maintain and share up-to-date personnel contact lists for routine and emergency communications between each other.
- C. The Parties will administer their own users' logins and permissions for access to the Spillman System.
- D. Each Party is responsible for payments to Spillman Technologies for support, assistance or training from Spillman for any item specific to that agency's implementation which is not covered by Spillman's normal annual maintenance.

VII. PAYMENT TERMS

- A. The initial payment is due to LCSO within 45 days of this signed Interlocal Agreement. Annual host agency maintenance is a recurring fee due one year from the date of this agreement, and every year thereafter.

VIII. OWNERSHIP OF PROPERTY

- A. All personal property, consisting of computer and associated equipment provided for the Spillman System and located in LCSO buildings or LCSO-designated areas in non-LCSO buildings will be owned exclusively by LCSO.
- B. LCSO will be solely responsible for the disposition of any such property made spare during the life of the Spillman System or upon decommissioning the Spillman System at end of life.

IX. PERSONNEL

- A. The employees of LCSO and Sanibel are solely the officers, agents or employees of the entity which hired them. Each Party shall assume any and all liability for the payment of salaries, wages or other compensation due or claimed due, including workers' compensation claims of each respective Party's employees. LCSO or Sanibel shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of his or her employment and the Parties shall not be liable for compensation or indemnity to any other Party's employee for injury or sickness arising out of his or her employment.

X. MISCELLANEOUS

- A. MODIFICATIONS. No modifications or amendments to this Interlocal Agreement shall be effective unless issued in writing, approved by both Parties, executed by their duly-authorized officers and spread upon the minutes of the respective governing bodies.
- B. SEVERABILITY. The provisions of this IA are hereby deemed and declared severable. If any provisions of this IA, or the applications of any provisions to any circumstances is held to be unconstitutional, unenforceable or invalid for any reason, the remaining terms, conditions and obligations contained herein shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their authorized officers.

CITY OF SANIBEL, FLORIDA

BY: _____

Printed Name

Witness or Attest:

BY: _____

Printed Name

APPROVED AS TO FORM:

LEE COUNTY SHERIFF'S OFFICE, FLORIDA

BY: *Mike Scott*

Mike Scott
Printed Name

Witness or Attest:

BY: *Ashley Johnson*

Ashley Johnson
Printed Name

Kenneth D. Jugh
CITY ATTORNEY

EXHIBIT A



Reliable Innovation

4625 West Lake Park Blvd.
Salt Lake City, UT 84120
(801) 902-1200
fax (801) 902-1210

SALES QUOTE / PURCHASE AGREEMENT

Lee County Sheriff's Office
14750 Six Mile Cypress Expressway
Fort Myers, FL 33912

Phone: 239.477.1000
Agreement Preparation Date: 06/27/12
Expiration Date: ~~08/31/12~~ 9/30/12
Operating System Server: UNIX
Quote Number: 0612-024
Salesman: Tyler Jensen

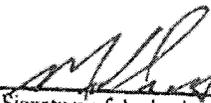
This Sales Quote / Purchase Agreement ("Agreement") is made and entered into this _____ day of _____, 2012 by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 West Lake Park Blvd., Salt Lake City, UT 84120.

Section I: Quote Summary

Spillman Modules & Interfaces	3,180,808
3rd Party Products & Services	1,758,943
3 Years of Pre-paid Maintenance	<u>1,426,317</u>
Total Purchase Price \$	<u>6,366,068</u>

Approved and Accepted by:

I have read this Agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.



Signature of Authorized Representative

M. Ke Scott

Print Name of Authorized Representative

Sheriff

Title of Authorized Representative

9/4/12

Date

Section 2: Spillman Modules

Description	Price
Integrated Hub	378,130
Imaging	88,439
StateLink	97,239
Insight	41,525
CAD with Geobase	377,027
CAD Mapping	144,328
E-911 Interface	49,423
Premise Information and Hazmat	75,258
Hiplink Paging & Interface	109,080
Law Records	192,528
Florida UCR	87,640
Pin Mapping	66,136
Traffic Information	37,885
Evidence Management with Barcoding	63,008
Alarm Tracking and Billing	38,256
Pawned Property	25,128
Civil Process	74,888
Mobile RMS	112,760
Mobile Statelink	66,560
Mobile Messenger	44,264
Mobile Voiceless CAD	95,240
Mobile AVL & Mapping	138,398
Quickest Route (includes network analyst extension from Esri)	72,725
Mobile Premises & Hazmat	64,720
Law Offense / Incident Form	109,440
Field Interview Form & Warning Form	89,174
Driver License Scanning Interface	16,283
Accident & Citations Reporting Interface	21,635
Pictometry Interface	26,257
CompStat Dashboard	89,320
CAD Dashboard	70,498
Public Access Dashboard	55,576
Spillman Touch	88,504
Personnel Management	44,326
Equipment Maintenance	29,210
Spillman will custom develop functionality allowing deputies to self-initiate calls.	
In a future upgrade, Spillman anticipates developing Geofencing functionality.	
Custom Interfaces:	
Included in the total cost of this Purchase Agreement are interfaces that require custom work for Spillman. Customer recognizes that third parties may also have separate charges that are independent of this Purchase Agreement and not covered herein. Final scope of developed interfaces will be mutually agreed upon in future addendum.	
- UBS Interface	
- DSI JMS Interface	
- Pawn Web Interface	
- iVantage Interface	
- Logging Recorder Interface (CAD export interface allowing NICE logging recorder system to use exported CAD info in order to build interface.)	

Spillman Software Total: \$ 3,180,808

Section 3: Spillman Professional Services

Description	Price
Implementation Overview	
Early Implementation Spillman Responsibilities:	
-Project Manager establish communication with customer	
-Tentatively establish project schedule	
-Schedule on-site kick-off meeting	
-Initiates project in online collaboration tool	
-Order third party hardware, software, and services	
Early Implementation Customer Responsibilities:	
-Choose attendees for kick-off meeting and schedule attendees and room	
-Work with Spillman in determining project schedule	
-Identifies training room(s) and prepares to equip room	
-Begins research to determine appropriate personnel for specific training classes	
-Participates in online collaboration tool	
Installation Phase Spillman Responsibilities:	
-Install software onto server(s) and prepare it for on-site training and use by Customer	
-Spillman engineer assists in integrating Spillman server(s) into Customer's existing network	
-Assist Customer in configuring third party interfaces	
Installation Phase Customer Responsibilities:	
-Integrates the Spillman server(s) into the Customer's existing network.	
-Provide network connectivity for VPN access used for ongoing support	
-Coordinate transfer of information between Spillman and third party applications	
-Test modules and interfaces	
-Take responsibility for data migration	
-Finalize training schedule; Reserve and setup training room	
Training Phase Spillman Responsibilities:	
-Please see On-site training overview below	
Training Phase Customer Responsibilities:	
-Schedule appropriate personnel for on-site training	
-Communication unique individual and agency needs to trainers	
Go-live Phase Spillman Responsibilities:	
-Multiple Spillman trainers onsite to assist with initial live-date entry into Spillman	
-Troubleshoot any issues that may occur	
Go-live Phase Customer Responsibilities:	
-Identify groups or individuals that need extra assistance	
-Conduct daily pre-brief and debrief meetings	
Additional Customer Responsibilities During Implementation	
• Work with the state to obtain permissions to connect, get ORI numbers, port numbers, and I/P addresses for data exchange for State Link (PCIC/NCIC)	
• Work with phone provider to confirm data stream from ANI/ALI box for E-911	
• Create an area map using Arcview for Spillman Geobase and mapping modules	
• Obtain a workstation (to meet Spillman specs) and desk to be used with Evidence Bar Coding module	
• Maintain Internal Network	
• Load Spillman clients onto workstations and mobile units	
• Configure mobile units to connect wirelessly to Spillman server via TCP/IP connection	
• Maintain operating system on Spillman server	
• Troubleshoot hardware-related issues with server manufacturer	
• Verify and maintain system backups	
• Provide IP addresses for Spillman server, bar coding etherlite, and E911 etherlite	
• Work with any 3rd party vendors who interface with the Spillman system	
** Because of the varying types of implementations and customers, these responsibility lists represent tasks which are consistent among standard Spillman implementations and do not represent a complete list of all tasks required by the Customer or by Spillman.**	

On-site Training Overview	
Geobase Training	
9 days of geobase training spread out over implementation	
Project Team Training	
3 days of project team training which include an introduction to software for system administrators and other agency decision makers as well as Hub class and demonstrations of all purchased modules.	
System Administration Training	
3 days of system admin training which includes server functions and assistance in setup	
End-User Training	
-Hub Training (4 hour class) for every LCSO employee using Spillman system	
-Law & Mobile courses (8 hours) for every deputy using Spillman system	
-Law courses (8 hours) for every records clerk using Spillman system	
-Florida UCR courses (4 hours) for all records clerks handling UCR data	
-CAD courses (24 hours over 3 days) for all dispatch personnel using Spillman system	
-Evidence & Barcoding courses (4 hours)	
-Alarm Tracking & Billing courses (2 hours)	
-Pawned Property courses (1 hour)	
-Civil Process courses (4 hours)	
-Personnel Management courses (3 hours)	
-Equipment Maintenance courses (1 hour)	
''To ensure an adequate learning environment, Spillman requests for no more than 9 attendees for each CAD class and no more than 16 attendees for other classes.''	
''Spillman requests all training attendees have a computer or laptop for training courses.''	
''All Professional Services costs are included in individual module costs''	

Section 4: 3rd Party Products & Services

Description	Price
High Availability Hardware Package (Solutions II)	1,218,267
p770 32 Core Production Server & 4 Core Capacity On Demand Backup Server	
p770 - 32 Processors 128GB (64 active) RAM	
p770 - 4 Processors 128GB (64 active) RAM	
v7000 storage with replication software + protocol converters (2)	
Hardware Management Console (2)	
Autoload tape drive (2)	
SAN Switches (2)	
GIS Servers (2)	
Neverfail x86 server replication	
Installation, Integration and High Availability Configuration	
2 years of Managed Services	
3 years of maintenance beginning at installation	
Advanced Public Safety (APS) Products:	402,330
QuickCrash with ReportBeam and SmartRoads (500 Licenses)	
QuickTicket with ReportBeam (500 Licenses)	
ReportBeam Engine	
SmartExport for Crash Form	
SmartExport for Citation Form	
SmartNumber for QuickCrash	
SmartNumber for QuickTicket	
Virtual Partner Engine	
QuickVoice	
SmartConnect	
Data Conversion (Whitebox Technologies)	
Included in this Purchase Agreement below are costs associated with converting data from various Lee County systems into Spillman. In the event Lee County chooses not to convert data segments, Lee County reserves the right to remove any or all of these costs before a data conversion statement of work is signed. A signed statement of work represents a commitment from Lee County to purchase data conversion.	
Evidence	43,835
Gangs	20,628
Narcotics	20,628
Pawn	25,785
Sexual Predators	18,050
Sexual Predator Images	9,420

3rd Party Products & Services Total: \$ 1,758,943

Section 5: Additional Years Maintenance

Included in the Purchase Price of this Agreement are years 2, 3, and 4 of Spillman support and maintenance. 1st year maintenance is included and begins at system go-live and runs for 1 year. Years 2, 3, and 4 will be pre-paid by customer.

Description	Price
Year 2 support & maintenance fee with on-site Spillman support employee	415,439
Year 2 on-site Spillman Applications Administrator	60,000
Year 3 support & maintenance fee with on-site Spillman support employee	415,439
Year 3 on-site Spillman Applications Administrator	60,000
Year 4 support & maintenance fee with on-site Spillman support employee	415,439
Year 4 on-site Spillman Applications Administrator	60,000
APS 2nd year support & maintenance fee (information only - pay maintenance directly to APS)	77,670
Estimated 4th year maintenance fee for Solutions II HA Hardware (information only)	110k - 125k

Second Year Maintenance Total: \$ 1,426,317

TOTAL PURCHASE PRICE:

\$ 6,366,068

Section 6: Payment Terms

SECTION	DESCRIPTION	CATEGORY TOTALS	First Payment (September 2012)	Second Payment (December 2012)	Third Payment (December 2013)	Final Payment (December 2014)
2	Spillman System		\$500,000	\$1,030,791	\$1,650,017	
4	Hardware & 3rd Party		\$1,000,000	\$569,209	\$189,734	
5	Additional Maintenance					\$1,426,317

Price Totals:		\$1,500,000	\$1,600,000	\$1,839,751	\$1,426,317
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Total Purchase Price: \$6,366,068

SALES QUOTE / PURCHASE AGREEMENT

Section 7: Agreement Terms

1. This Agreement only covers the products and services listed herein.
2. Customer agrees to pay all invoices within thirty (30) days of invoice date.
3. Customer agrees to pay Spillman the Agreement Purchase Price according to the payment terms stated in Section 6. The Agreement Purchase Price is valid only through the expiration date indicated and only if all listed products and services are purchased as a complete package. ("Purchase Price" does not include second year maintenance fees.)
4. Customer is solely responsible for the payment of any and all taxes resulting from the acceptance of this Agreement and purchase of the products and services described herein.
5. When signed by an authorized Customer representative this Agreement serves as the Purchase Agreement between Customer and Spillman.
6. This Agreement is subject to all terms and conditions in the corresponding, valid Computer Software End-User License Agreement (the "License Agreement") and the related Maintenance Agreement between Customer and Spillman.
7. Any of the following events shall constitute a "default" under this Agreement:
 - a. Customer's failure to pay Spillman any charges, costs, or other payment accruing herein, if such failure has not been corrected within ten (10) calendar days after Spillman has given Customer written notice of such failure; or
 - b. Customer's failure to perform any other obligation set forth in this Agreement, including any act of repudiation or wrongful rejection of the product, if such failure has not been corrected within thirty (30) days after Spillman has given Customer written notice of such failure.
 - c. Spillman's failure to perform any obligations set forth in this Agreement, if such failure has not been corrected within thirty (30) days after Customer has given Spillman written notice of such failure.
 - d. Invoices which are contested reasonably and in good faith by customer within thirty (30) days of invoice date will not constitute a "default" while under protest. Customer will have thirty (30) days to make a payment after the contested invoice is resolved. However, if the dispute amount exceeds 25% of the total contract price and is not resolved within sixty (60) days, Spillman may cease providing services until the dispute is resolved. Both parties will negotiate reasonably and in good faith to resolve disputes in a timely manner.
8. Upon occurrence of a default, the non defaulting party may:
 - a. Terminate this Agreement and invoke all rights the party possesses up to termination, including, in Spillman's case, repossession of the Product, and
 - b. If Customer remains liable for any monetary obligations created under this Agreement, Spillman may accelerate and declare all obligations of Customer created under this Agreement to be immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum; and
 - c. In addition to the foregoing, seek any other remedies that may be available at law or in equity.
9. Customer acknowledges that the monetary obligations of the Customer to Spillman under this Agreement constitute a commercial account. Customer shall pay, in addition to all other amounts owed to Spillman, interest calculated at one-and-one-half percent (1.5%) per month on all amounts that have not been paid to Spillman pursuant to the terms of this Agreement, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees whether or not a suit is instituted. Any delay or failure of either party in exercising any right hereunder, or any partial exercise thereof, shall not be deemed to constitute a waiver of any right granted hereunder or at law.

10. This Agreement constitutes the entire Purchase Agreement between the parties, with respect to the products and services listed herein, and no amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties. The parties understand that the License Agreement and the Support Agreement shall be considered with this Agreement as an integrated Agreement and is the complete and exclusive statement of the parties obligations and responsibilities, with respect to the products and services listed herein and therein, except as otherwise provided by law.
11. No public disclosures or news releases pertaining to this Agreement shall be made without prior written approval of the Lee County Sheriff's Office
12. Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.
 - a. Notices to the Customer shall be sent to the following address:

Director Technical Support and Facilities
Lee County Sheriff's Office
14750 Ben C. Pratt Six Mile Cypress Pkwy
Fort Myers, Florida 33912
 - b. Notices to Spillman shall be sent to the following address:

Vice President of Sales
Spillman Technologies, Inc.
4625 West Lake Park Blvd.
Salt Lake City, UT 84120

SPILLMAN® COMPUTER SOFTWARE END-USER LICENSE AGREEMENT

09/01/2011

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This Computer Software End-User License Agreement ("Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below, and is by and between:

Spillman Technologies, Inc. ("Spillman")
4625 West Lake Park Blvd.
Salt Lake City, Utah 84120

and

("Licensee")

Licensee desires to license from Spillman certain software owned by Spillman, as set forth in the Sales Quote/Purchase Agreement(s) ("Purchase Agreement") executed by the parties in connection with this Agreement, and Spillman desires to grant such a license to Licensee, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: License

- 1.1 SPILLMAN'S LICENSED PROGRAM IS COPYRIGHTED BY SPILLMAN AND/OR ITS LICENSORS AND IS LICENSED (NOT SOLD). SPILLMAN DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO LICENSEE. THE LICENSE OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.
- 1.2 In consideration of the payment of the license fees set forth in the Purchase Agreement(s) pertaining hereto, Spillman grants Licensee a nonexclusive, non-transferable license to use the package of computer program(s) and data, in machine-readable form only, and related materials, including documentation and listings, identified in the Purchase Agreement (the "Licensed Program"), subject to the terms of this Agreement (including the restrictions with respect to Utilities set forth in Section 7).

Section 2: Scope of Rights

- 2.1 Licensee may install and use the Licensed Program only in Licensee's own facilities. Licensee may also install the Licensed Program on a back-up server at a separate agreed-upon location; Licensee will use the Licensed Program at that location only if the primary installation is down. Licensee shall give Spillman written notice if the location of Licensee's facilities changes.
- 2.2 Licensee may use and execute the Licensed Program only for purposes of serving the internal needs of Licensee's business, except as specifically set forth in this Agreement.
- 2.3 Licensee may make two copies of the Licensed Program in machine-readable, object code form, for nonproductive backup purposes only, provided that Spillman's proprietary notices are included.
- 2.4 Licensee may reproduce (photocopy) Licensed Program documentation according to Licensee's needs for the authorized use of the Licensed Program. Licensee may not distribute any original or reproduced copy for use outside of the Licensee's places of business and must not reveal it or any other Spillman documentation, or the Licensed Program itself, to competitors of Spillman or to any other third party unless they have a need to know such information for the proper purposes of this Agreement.
- 2.5 If Licensee and a third party entity (the "Shared Agency") desire to enter into an arrangement whereby Licensee will act as a "Host Agency" and permit the Shared Agency to access the Licensed Program through Licensee, the Shared Agency and Spillman will execute an Addendum Agreement for such arrangement and attach it to this Agreement as Attachment A. Spillman will bill Licensee directly for the applicable license fees, and Licensee agrees to be responsible for timely payment of such invoices. Licensee shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance.

Section 3: Fees and Payments

The license fee for the Licensed Program is specified in the Purchase Agreement. Licensee must pay the license fee, according to the agreed payment terms set forth in the Purchase Agreement, directly to Spillman upon execution of this Agreement and prior to delivery of the Licensed Program.

Section 4: Support

Spillman shall support the Licensed Program in the manner specified in the "Computer Software End-User Support Agreement" between the parties (the "Support Agreement"). Licensee is required to maintain the Support Agreement in force as a condition to the license of the Licensed Program under this Agreement.

Section 5: Licensee Responsibilities

- 5.1 Licensee is responsible for selecting one or more Spillman Application Administrators who are qualified to operate the Licensed Program on Licensee's own equipment and is familiar with the information, calculations, and reports that

serve as input and output of the Licensed Program. Spillman reserves the right to refuse assistance or to charge additional fees if the Spillman Application Administrators seek assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.

- 5.2 Other components (hardware and/or software) may be required for the use of the Licensed Program. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 5.3 Licensee is responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program will operate.
- 5.4 Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Licensee's data files for use with the Licensed Program.

Section 6: Proprietary Protection and Restrictions

- 6.1 Spillman shall have sole and exclusive ownership of all rights, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Spillman. The Licensed Program may also include software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Licensee and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Licensed Program. This Agreement does not provide Licensee with title or ownership of the Licensed Program or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Licensee in this Agreement. Licensee must keep the Licensed Program free and clear of all claims, liens, and encumbrances.
- 6.2 Licensee may not allow any other agency, entity, or individual to use or have access to the Licensed Program in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, other public safety entities (law, fire, and ems) may not have inquire-only privileges to the licensed program.
- 6.3 Licensee may not use, copy, modify, rent, share or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Licensee may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Licensed Program.
- 6.4 Licensee may not utilize or permit a third party to access or utilize any part of the Licensed Program (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Licensed Program (or its Utilities) to develop any software, interfaces or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Licensed Program in connection with a third party's competing product. Licensee may write interfaces that work with the Licensed Program, subject to prior written notice to Spillman and Spillman's consent to each such interface,

which consent shall not be unreasonably withheld, and further provided that Licensee assumes all risk in connection with creating and using such Interfaces. Spillman is not required to assist in creating, supporting, or resolving problems caused by Interfaces written by licensee. However, licensee will pay Spillman at Spillman's then-current rates for any assistance Spillman chooses to provide in resolving problems arising out of the use of such Interfaces.

- 6.5 No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Licensee may not install the Licensed Program in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).
- 6.6 Subject to the requirements of Florida State Statutes, Chapter 119, Public Records, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentially and not use such Confidential Information other than for the benefit of that party. Otherwise, Licensee shall not use Confidential Information for any purpose other than the authorized purposes of this Agreement. Licensee may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Licensee shall give Spillman's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection. "Confidential Information" means non-public information provided by either party to the other in connection with this Agreement, including the Licensed Program, Spillman's pricing, future product plans, trade secrets; know-how; a party's non-public business and financial information; Licensee lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information ("Recipient") from the other party ("Discloser"); (b) was rightfully in Recipient's possession prior to its disclosure by Discloser; (c) is independently developed by Recipient without the use of any Confidential Information of Discloser; or (d) is obtained by Recipient without obligation of confidentiality from a third party who has the right to disclose it. Additionally, a party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, provided that Recipient gives Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.
- 6.7 Licensee hereby authorizes Spillman to enter Licensee's premises in order to inspect the Licensed Program in any reasonable manner which is consistent with the protection of Law Enforcement Sensitive Information, during regular business hours, with or without prior notice, to verify Licensee's compliance with the terms of this Agreement. Spillman will ensure that all who work on licensed system are certified and fully compliant with Federal Bureau of Investigation Criminal Justice Information Services (CJIS).
- 6.8 Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Spillman will not have an adequate remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such

breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

Section 7: License to Utilities; Restrictions on Usage

- 7.1 Spillman provides certain software utilities and tools (collectively, the "Utilities") as part of the Licensed Program. Such Utilities include Spillman's XML Query, ODBC implementation code, ctpert, dbdump, and dload as well as any other software utilities provided by Spillman in connection with the Licensed Program. Spillman may add, modify or remove Utilities from the Licensed Program during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.
- 7.2 Licensee is permitted to use the Utilities for read-only operations in connection with the authorized use of the Licensed Program, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. Except as expressly set forth below, Licensee is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, or to permit a third party to write to Spillman's database, due to the potential for data corruption and system slowdown or damage. Licensee is permitted to use the "write" feature to write to or modify the Spillman system; however, due to the potential for data corruption and system slowdown or damage, Licensee agrees that it does so solely at its own risk.
- 7.3 Spillman is NOT responsible for any breach of warranty, damages to the Licensed Program or its database, data corruption, support issues, security issues or performance issues arising out of Licensee's or a third party's use of the Utilities (even if permitted by Spillman) or any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 8: Limited Warranty and Limitation of Liability; Indemnification

- 8.1 Spillman warrants, for Licensee's benefit alone, that the Licensed Program conforms in all material respects to the specifications for the current version of the Licensed Program as described in Spillman's Licensed Product Specification as of the date this Agreement is signed, and for a period thereafter of Fifteen (15) months for Sentryx.

This warranty is expressly conditioned on Licensee's observance of the operation, security, and data-control procedures set forth in the User's Manual included with the Licensed Program.

- 8.2 Spillman is not responsible for obsolescence of the Licensed Program that may result from changes in Licensee's requirements. The warranty in Section 8.1 shall apply only to the most current version of the Licensed Program issued by Spillman from time to time. Issuance of updates does not result in a renewal or extension of the warranty period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program. Spillman is not responsible for any problems or errors with the Licensed Program or Licensee's system resulting from use of the ctpert or dload Utilities in any manner other than read-only. Licensee expressly

acknowledges that any use of the "write" or "update" features of these Utilities may damage Licensee's database or cause other problems with its system.

- 8.3 As Licensee's exclusive remedy for any material defect in the Licensed Program for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a fix or a workaround. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be the refund of the amount paid as the license fee for the defective or non-conforming module of the Licensed Program. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Program if Licensee has made any changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, or if Licensee has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discover thereof.
- 8.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.
- 8.5 EXCEPT FOR PERSONAL INJURY OR DEATH NOT CAUSED BY A MALFUNCTION OF THE LICENSED PROGRAM, THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO LICENSEE FOR ALL CLAIMS RELATING TO THE LICENSED PROGRAM AND THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Licensee is responsible for reasonable backup precautions, provided, however, that if Spillman is responsible for the loss of data, Spillman will use all commercially reasonable means necessary to assist Licensee in attempts to recover the lost data.
- 8.6 IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
- 8.7 Spillman agrees to indemnify and defend Licensee from and against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Licensed Program, and Spillman will pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle

the action. Spillman will not be required to indemnify Licensee unless (i) Licensee promptly notifies Spillman of any such claim; (ii) Licensee gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Licensee in defending the claim; and (iii) Licensee provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Licensee may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Licensed Program infringes a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Licensed Program so it is no longer infringing, or to provide to Licensee substitute software that is non-infringing; Spillman will have no liability for infringement arising out of modification of the Licensed Program by any party other than Spillman, use of an outdated version of the Licensed Program, or the combination or use of the Licensed Program with any other software, hardware, equipment, product or process not furnished by Spillman, if use of the Licensed Program alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. This Section 8.7 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

Section 9: Term of Agreement; Termination

- 9.1 Licensee's license of the Licensed Program shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided herein. This Agreement shall automatically terminate if the Support Agreement is terminated for any reason, including Licensee's failure to pay the required support fees. Notwithstanding the foregoing, if Licensee terminates or ceases to pay for support and maintenance but has not otherwise breached this Agreement, this Agreement will remain in effect (unless terminated earlier as provided in Sections 9.2 or 9.3), to give Licensee a reasonable opportunity to transition to a new software system from another vendor that is a substitute for the Licensed Program. Although the system may remain in use by Customer, any breach of this agreement will terminate this License Agreement. If the Customer chooses to terminate the Support Agreement for any reason, the License Agreement will remain intact with the most current version of software provided while the Support Agreement was active. The customer shall give Spillman ninety (90) days written notice of the termination prior to the payment due date.
- 9.2 Licensee may terminate this Agreement at any time upon written notice to Spillman, subject to any outstanding obligations and financial commitments of Licensee under the Purchase Agreement (e.g., Licensee's obligation to pay license fees is not rescinded by such termination).
- 9.3 Spillman may terminate this Agreement if Licensee breaches any material term of this Agreement, the Support Agreement or the Purchase Agreement and does not correct such breach within thirty (30) days following written notice of the breach from Spillman.
- 9.4 Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of

Licensee's possession or use of the Licensed Program, Licensee must return or destroy, as requested by Spillman, all copies of the Licensed Program in Licensee's possession (whether modified or unmodified), and all other Confidential Information and other materials pertaining to the Licensed Program (including all copies thereof). Licensee agrees to certify Licensee's compliance with such restriction upon Spillman's request. The terms of Sections 6, 7.3, 8.4, 8.5, 8.6, 8.7, 9.4, and 10 shall survive termination or expiration of this Agreement.

- 9.5 Licensee may terminate this Agreement if Spillman breaches any material term of this Agreement, the Support Agreement or the Purchase Agreement and does not correct such breach within thirty (30) days following written notice of the breach from Licensee.

Section 10: Miscellaneous

- 10.1 This Agreement, the Purchase Agreement and the Support Agreement (if applicable), together with their attachments, if any, constitute the complete agreement between the parties with respect to the Licensed Program and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.
- 10.2 Licensee may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent.
- 10.3 This Agreement will be governed by the laws of the state of Florida, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Florida State and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.
- 10.4 Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
- 10.5 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.
- 10.6 If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 10.7 In the event export of the Licensed Program is expressly permitted by Spillman, Licensee may only export the Licensed Program (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Licensed Program may not be exported into any country where such export is prohibited by law, regulation or governmental order.

SPILLMAN DESIRES THAT LICENSEE BE CONFIDENT THAT THE LICENSED PROGRAM WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE LICENSED PROGRAM WITH LICENSEE AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEE'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE LICENSED PROGRAM, LICENSEE FINDS THE LICENSED PROGRAM TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Section 11: Signatures

Accepted and Approved:

Licensee: Lee County Sheriff's Office

By: [Signature]

Print Name: Mike Scott

Title: Sheriff

Date: 9/4/12

Spillman Technologies, Inc.

By: [Signature]

Print Name: Joe Lunt

Title: VP

Date: 12/6/12

**SPILLMAN®
COMPUTER SOFTWARE END-USER
SUPPORT AGREEMENT**

9/1/2011

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This Support Agreement ("Agreement") is made and entered into by and between:

Spillman Technologies, Inc. ("Spillman")
 4625 West Lake Park Blvd.
 Salt Lake City, Utah 84120

and

("Customer")

SPILLMAN'S SUPPORT OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL AN AUTHORIZED REPRESENTATIVE OF CUSTOMER HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY CUSTOMER.

WHEREAS, Spillman and Customer entered into that certain Computer Software End-User License Agreement (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program", as further defined below) on certain terms and conditions;

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein:

NOW THEREFORE, in consideration of these recitals and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1: Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 Coverage Hours. The hours between 8:00 AM and 5:00 PM, Mountain Time, on the days Monday through Friday, excluding regularly scheduled holidays of Spillman. Regularly scheduled holidays include New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor

Day, Thanksgiving (Thursday and Friday), and Christmas.

1.2 Enhancement. Any modification or addition that, when made or added to the Licensed Program, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Licensed Program.

1.3 Error. Any failure of the Licensed Program to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.

1.4 Error Correction. Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.5 Licensed Program. One or more of the computer software components and/or software interfaces developed by Spillman, as identified in one or more Sales Quote/Purchase Agreements between the parties (the "Purchase Agreement"), and which is licensed to Customer pursuant to the License Agreement. The Licensed Program specifically excludes computer software not developed by Spillman, but that might be used in conjunction with the Spillman software; such as, word processors, spreadsheets, terminal emulators, etc. The Licensed Program includes certain "Utilities", as that term is defined in Section 7.1 of the License Agreement. With respect to Third Party Software (including the database software), Spillman's sole support obligations are to act as the sole contact with the third party manufacturer in seeking repairs or replacement software to resolve problems experienced by Customer and to otherwise use reasonable efforts to obtain an appropriate fix or support from the manufacturer for Customer, including seeking recourse under applicable warranties provided by the third party manufacturer to Spillman. Spillman agrees to provide such Third Party Software support for so long as Spillman is distributing such software to its customers.

1.6 Releases. New versions of the Licensed Program, including all Error Corrections and Enhancements.

1.7 Response Time. Within six (6) Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction. Spillman's average response time over the past three (3) years has been twenty-nine (29) minutes.

1.8 Spillman Application Administrator or SAA. An agent of Customer who has been certified on the Licensed Program by Spillman, pursuant to the procedures set forth in Section 6, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Licensed Program.

- 1.9 Term. An initial period of fifteen (15) months, commencing on the date this Agreement is signed. Thereafter, the Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 10 hereof. In no event, however, shall the Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

- 2.1 Spillman's obligation to provide Services with respect to the Licensed Program may be terminated pursuant to Section 10.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Agreement any of the following requirements are not met:
- 2.1.1 Customer must have a valid License Agreement for the Licensed Program in effect at all times;
- 2.1.2 The Licensed Program must be operated on a hardware platform approved by Spillman; and
- 2.1.3 Customer must be current and in compliance with the payment schedule as agreed in the Purchase Agreement.
- 2.2 Spillman may request Customer to appoint a new Spillman Application Administrator if Spillman determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel. Customer will work cooperatively with Spillman to resolve any problems.

Section 3: Scope of Services

During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during Coverage Hours:

- 3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administrator, by telephone, reports of any software irregularities, and requests for assistance in use of the Licensed Program.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Agreement.
- 3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent release.
- 3.4 Spillman may, from time to time, issue new Releases of the

Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional module license fees for newly purchased modules. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

- 3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.
- 3.6 Spillman will provide a full-time employee as a Spillman Applications Administrator (the "Onsite SAA") to administer the Spillman software system for Customer. The Onsite SAA will live in Florida and work at Lee County Sheriff's Office headquarters. The Onsite SAA will be dedicated to the maintenance and daily operations of the Spillman system. The Onsite SAA's responsibilities include:
- 3.6.1 Performing implementation responsibilities include setting up the Spillman tables, user groups, user privileges, and other database related requirements;
- 3.6.2 Performing general software administration, troubleshoot user problems and coordinate special needs with Spillman;
- 3.6.3 Providing or facilitating ongoing training to Customer's users on the use of the Licensed Program;
- 3.6.4 Acting as the main point of communication between Spillman and Customer; and
- 3.6.5 Handling Licensed Program administration.
- 3.6.6 Customer will work cooperatively with Spillman to resolve any concerns related to the conduct and performance of the Onsite SAA and Customer may request a new Onsite SAA.
- 3.6.7 At any time after one (1) year from system Go-live, should Customer decide to perform all Onsite SAA responsibilities themselves and no longer desire a Spillman Onsite SAA, Customer must notify Spillman 6 months prior to requiring Spillman to no longer provide an Onsite SAA. In this event, the following year's maintenance invoice will be credited for the amount of time the Onsite SAA was not employed. All Onsite SAA maintenance fees will also be removed from future year invoices.

The Onsite SAA will work 8-5 Monday through Friday and, as a Spillman employee, will follow Spillman's employee handbook for time off and holidays. The Onsite SAA will not be responsible for creating or writing interfaces or doing any custom development work on the Licensed Software system. Notwithstanding the foregoing, Customer's IT personnel also need to become SAAs. Customer will retain qualified staff that has expertise working with the AIX Operating System and Unix/Windows networking. Customer will provide an office, office equipment, and an internet connection for the Onsite SAA.

Section 4: Services Not Covered by this Agreement

The services identified in this section are specifically NOT covered by this Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.
- 4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.3 Restoration and/or recovery of data files and/or the operating system.
- 4.4 Any breach of warranty, damages to the Licensed Program or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed by Spillman to Licensee for use in connection with the Licensed Program. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Licensed Program by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Agreement, and/or loss of rights to upgrades under this Agreement. Customer acknowledges and agrees that it is not licensed to utilize the "write" or "update" features of the Utilities, as such use may damage the database or cause other problems with the operation of the Licensed Program.
- 4.5 Support for Licensed Program problems caused by Customer misuse, alteration or damage to the Licensed Program or Customer's combining or merging the Licensed Program with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- 4.6 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- 4.7 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.8 On-site service visits to Customer's facility.
- 4.9 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer / Obligations of Spillman

- 5.1 Customers using the Spillman product must maintain and provide, at no cost to Spillman, access to a dedicated voice grade local telephone line, broadband internet connectivity for VPN connection purposes and a Cisco 1811 Integrated services router and data set, or equivalent LAN to LAN, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.
- 5.2 A representative of Customer's IT department must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.3 All communications between Customer and Spillman must be in the English language.
- 5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times (however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman).
- 5.5 Customer is responsible for providing all network and server security.
- 5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Licensed Program became apparent.
- 5.7 Spillman will ensure that access to Customer's networks and data is protected from unauthorized use.
- 5.8 Spillman will ensure that all who work on licensed system are certified and fully compliant with Federal Bureau of Investigation Criminal Justice Information Services (CJIS).

Section 6: Spillman Application Administrator Requirements

- 6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the agency's go-live date of the Licensed Program. The designated administrator must meet the following requirements in order to certify at the basic level:
 - 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Licensed Program:
 - I. System Introduction – Inquiry,
 - ii. System Introduction – Data Entry & Modification,
 - iii. Unix Fundamentals Training (AIX, or HP-UX),
 - iv. Basic System Administration, and

v. Spillman training applicable for the Spillman applications used by Customer.

- 6.1.2 Pass the Basic SAA exam within one year after the agency's go-live date.
- 6.2 Customer will be responsible for the costs of such training, including any course fees, travel and lodging expenses.
- 6.3 Requests for support services received by anyone other than a Spillman Application Administrator will be refused.
- 6.4 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software or operating system not directly associated with the Licensed Program.

Section 7: Fees and Charges

- 7.1 Customer shall pay Spillman the Support Fee, as set forth in the Purchase Agreement, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in the Purchase Agreement between Spillman and Customer, are charged 1 year from successful completion of system Go-live. Spillman agrees that its support and maintenance rates will not increase more than three percent (3%), or the increase in the CPI-U, U.S. City Average, All Items (www.stats/bls.gov/cpi), whichever is greater, per year. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6), (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Agreement.
- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.
- 7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks and other products necessary to operate the Licensed Software.
- 7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours. However, if the Licensed Program is unusable due to a critical error in the software caused by Spillman, Spillman will not charge Customer for any after-hours support provided to fix such error. Customer must

authorize any additional charges which apply for requested work.

- 7.4.1 Spillman Fee Schedule for after-hours Support is provided here for information only and is subject to change:
-After Hours Support Calls: \$ 247.50 per hour
-After Hours Support Calls (Sundays and Holidays): \$ 330.00 per hour
-A minimum of at least .50 hours will be billed for all billable service calls.

Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.

- 7.5 Additional Support Fees are also due if there is a significant increase in Customer's size with respect to use of the Licensed Program. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 2.5 and Attachment A of the License Agreement. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the Invoice for such fees. Such fees will be prorated, based upon when during the contract year the increase in Customer's size occurred.

Section 8: Proprietary Rights

- 8.1 All Releases and any other Spillman software or materials provided by Spillman to Customer hereunder shall be deemed part of the Licensed Program and are licensed to Customer pursuant to the terms and conditions of the License Agreement.
- 8.2 The Licensed Program and all Releases thereto are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer agrees, from time to time, to take such further action and execute any further instrument, including documents of assignment or acknowledgment, as may be reasonably requested by Spillman in order to establish and perfect its exclusive ownership rights. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development. Customer agrees to provide Spillman with copies of such works upon request.

Section 9: Disclaimer of Warranty & Limitation of Liability

- 9.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE LICENSED PROGRAM, RELEASES, AND THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE OR USE.

- 9.2 IN NO EVENT SHALL SPILLMAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES WHATEVER, HOWEVER CAUSED, EVEN IF SPILLMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of Spillman to Customer for all claims arising in connection with this Agreement shall not exceed the total fees and charges paid to Spillman by Customer under this Agreement within the most recent 12-month period from the date the cause of action arose.
- 9.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within two (2) years the date of the last payment was received by Spillman.

Section 10: Termination

- 10.1 This Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 10.2 Either party may terminate this Agreement:
 - 10.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Term, of its intent to terminate the Agreement at the end of such Term; or
 - 10.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Agreement and the offending party has not cured such breach within the 30-day notice period.
- 10.3 Following termination of this Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice. The License Agreement shall automatically terminate at the same time as termination of this Agreement, and Customer shall promptly return to Spillman the Licensed Program and all related documentation and materials, including all Releases, work and materials provided by Spillman hereunder.

Section 11: Miscellaneous

- 11.1 Spillman and Customer acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and provisions. Spillman and Customer further agree that this Agreement is the complete and exclusive statement of agreement of the parties with respect to the subject matter hereof and that this Agreement supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between Spillman and Customer with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 11.2 In the event that any term or provision of this Agreement is held invalid, illegal, or unenforceable, it shall be severed and

the remaining terms and provisions shall be enforced to the maximum extent permitted by applicable law.

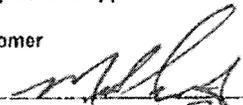
- 11.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and assets.
- 11.4 The waiver by either party of any term or provision of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.
- 11.5 This Agreement will be governed by the laws of the state of Florida, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Florida state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.
- 11.6 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below

Section 12: Signatures

Accepted and Approved:

Customer

By: 
 Print Name: M.K. Scott
 Title: sheriff
 Date: 9/4/12

Spillman Technologies, Inc.

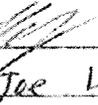
By: 
 Print Name: Joe Lunt
 Title: VP
 Date: 9/6/12

EXHIBIT B

Definitions

PSAP	Public Safety Answering Point, which means the public safety agency which receives incoming 911 calls and dispatches appropriate public safety agencies to respond to calls.
GIS	Geographic Information System made of hardware and software used for storage and retrieval, mapping and analysis of geographic data.
Spillman System	The computing infrastructure and all Spillman software/hardware modules that make up the full Spillman Technologies serving arrangement.
SCSP	Spillman Common System Platform – the core hardware, software and support functions necessary to implement any Spillman System, but excluding all Spillman modules. SCSP consists of: <ol style="list-style-type: none">1. Primary and backup application and database servers2. Common computer equipment necessary to support the servers, including Storage Area Network (SAN) disk drives, backup tape drives, system monitoring consoles, power distribution and network connection ports3. Common, core system administration and maintenance, including code table maintenance, common GIS functions and common system monitoring and testing4. SAA
SAA	Spillman Application Administrator